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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

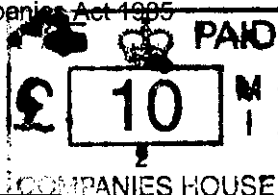
Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)



For official use

Company number

4952865

01055110

Name of company

\* WM0502 Limited ("Company")

Date of creation of the charge

30 April 2004

Description of the instrument (if any) creating or evidencing the charge (note 2)

Mortgage Debenture dated 30 April 2004 made between (1) the Company and (2) Enterprise Finance Europe (UK) Limited ("Enterprise") ("Debenture")

Amount secured by the mortgage or charge

All monies, obligations and other liabilities (actual or contingent, present or future) from time to time due, owing or incurred by the Company to Enterprise under or in connection with the Guarantee (as defined below), the Debenture or otherwise howsoever and whether as principal or surety and on any account whatsoever ("Secured Sums").

Names and addresses of the mortgagees or persons entitled to the charge

Enterprise Finance Europe (UK) Limited, 36 Queen Street, London

Postcode EC4R 1HJ

Presentor's name address and reference (if any):

DLA LLP DX 12017  
Princes Exchange, Princes Square,  
LEEDS, LS1 4BY

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Time critical reference  
KPP/71868/120024

For official Use  
Mortgage Section

Post room



### Security

1. The Company, with full with full title guarantee and with the intent that this security shall rank as a continuing security for all the Secured Sums, charges to Enterprise by way of:-

#### 1.1 Legally mortgaged property

legal mortgage: all freehold and leasehold property now vested in the Company including but not limited to the properties short particulars of which (if any) are set out in Schedule 1 of the Debenture and/or the proceeds of sale thereof;

#### 1.2 Equitably charged property

fixed charge: all estates or interests in any freehold and leasehold property (other than such property effectively mortgaged under clause 1.1 above) from time to time belonging to or charged to the Company, all licences from time to time held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and/or the proceeds of sale thereof;

cont.

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 17 May 2004

On behalf of ~~company~~ [mortgagee/chargee]†

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

†delete as appropriate

### Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF14 3UZ

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## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company Number

4952865

Name of Company

WM0502 Limited ("**Company**")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please do not  
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Please complete  
legibly, preferably  
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bold block lettering

Please do not  
write in this  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
legibly, preferably  
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bold block lettering

### **1.3 Plant and machinery**

fixed charge: all fixtures (including trade fixtures, tenant's fixtures and fixed plant and machinery) from time to time in or on the Charged Property (as defined below) particulars of which (if any) are set out in Schedule 2 of the Debenture and all of the Company's other plant, machinery, vehicles, computers and office and other equipment both present and future and all related spare parts, equipment, tools, and fuels and in each case the proceeds of sale thereof;

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

### **1.4 Property Rights/Insurances**

fixed charge: all Property Rights (as defined below) from time to time belonging to the Company and the proceeds of sale thereof and all right, title and interest of the Company to, and in the proceeds of, all present and future insurance and assurance policies (including any rights of subrogation arising therefrom);

### **1.5 Debts**

fixed charge: all Debts (as defined below);

### **1.6 Collection Account**

fixed charge: all right and interest of the Company in the Collection Account (as defined below) and all sums standing to the credit thereof including the proceeds of all its Debts (as defined below);

### **1.7 Securities**

fixed charge: all Securites (as defined below) together with all bills of exchange, promissory notes, negotiable instruments, loan capital indebtedness or liabilities on any account or in any manner from time to time owing to the Company;

### **1.8 Intellectual Property**

fixed charge: all Intellectual Property Rights (as defined below) from time to time belonging to the Company;

### **1.9 Goodwill**

fixed charge: all the uncalled capital and goodwill (which shall include all brand names) from time to time belonging to the Company;

### **1.10 Contracts**

fixed charge: all the benefit of, and rights under, or in respect of, all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, concessions and franchises now or hereafter entered into by or granted to, or vested in, or novated or assigned to, the Company (including any contract for sale of or other dealing with any of the Charged Assets (as defined below));

### **1.11 Insolvency Act Realisations**

fixed charge: all amounts realised by the Company, its liquidator or administrator upon the enforcement or execution of any order of the court under sections 212, 213, 214, 238, 239, 244, 423 of the Insolvency Act 1986;

### **1.12 VAT Recoveries**

fixed charge: all the Company's present and future rights to recover any value added tax on any supplies made to it and any sums so recovered;

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## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

4952865

Name of Company

WM0502 Limited ("**Company**")

Limited\*

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
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**1.13 Floating Charge**

floating charge: the Company's undertaking and all its other property, assets and rights, present or future including, without limitation, all Cash at Bank (as defined below), the stock-in-trade of the Company and the property, assets and rights charged in Clauses 1.1 to 1.12 above (inclusive) if and insofar as such charges shall for any reason be ineffective as fixed charges or security.

Please complete  
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**Note 1: Negative Pledge**

The Debenture contains the following negative pledge clause:

The Company covenants and agrees that it shall not, without the prior written consent of Enterprise, create, attempt to create, agree to create, or permit to subsist any Security Interest (as defined below) in any of the Charged Assets (as defined below) or permit any other proprietary right, right to occupy or interest therein to arise on or affect any of the Charged Assets (as defined below).

**Note 2: Power of Attorney**

The Debenture contains a power of attorney in favour of Enterprise.

**Note 3: Power to Appoint a Receiver**

The Debenture contains the power to appoint a Receiver (as defined below).

**Note 4: Definitions**

**"Cash at Bank"** means all or any deposits, credit balances and other sums with any bank or financial institution and the account in respect of the same, but excluding any Collection Accounts (as defined below);

**"Charged Assets"** means all property, assets, business, undertaking, rights or documents which are the subject of a Security Interest (as defined below) created under or pursuant to the Debenture;

**"Charged Property"** means all the Charged Assets which are charged under Clauses 1.1 and 1.2 above;

**"Collection Account"** means an account of the Company, which is approved by Enterprise, into which the Company applies the proceeds of all Debts, the operation of which is the subject of a Collection Account Notice (as defined below);

**"Collection Account Notice"** means a notice substantially in the form of Schedule 3 of the Debenture;

**"Debts"** means the book debts and other debts and claims from time to time due or owing to the Company (but excluding any Cash at Bank) and the benefit of all rights relating thereto, including without limitation choses in action which give rise or may give rise to a debt or debts;

cont/d

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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Company Number

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Name of Company

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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**"Intellectual Property Rights"** means all patents, patent applications, trademarks and service marks (howsoever styled or represented), designs, design rights, copyrights, confidential information, know-how and all other intellectual property rights in each case with the benefit of any licences or other agreements relating to the use or exploration of rights of any such nature whether owned by the Company or any third party;

Please complete  
legibly, preferably  
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bold block lettering

**"Property Rights"** means the benefit of all contracts, agreements, leases, licences and covenants given or made by any person in connection with the use or occupation of the Charged Property (or any part thereof) or the construction, repair or maintenance of any building thereon and the benefit of any guarantees, indemnities or similar instruments given or made in connection with the same including, without limitation, all right, title and interest of the Company to any rental income, licence fees and any other such income;

**"Receiver"** means a receiver, receiver and manager or administrative receiver appointed pursuant to the Debenture;

**"Securities"** means all stocks, shares and/or other securities from time to time legally and/or beneficially owned by the Company or any nominee for the Company including without limitation all dividends, benefits, property, rights, monies, credits, rebates, refunds and other distributions paid or payable in respect thereof whether by way of bonus, capitalisation, preference, option, redemption or otherwise;

**"Security Interest"** means any mortgage, charge, pledge, lien, encumbrance, trust arrangement, right of set-off, contractual arrangement or assignment having the effect of security, conditional sale or retention of title agreement or other security interest howsoever created or arising.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 04952865

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 30th APRIL 2004 AND CREATED BY WM 0502 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ENTERPRISE FINANCE EUROPE (UK) LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th MAY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th MAY 2004.

*DX Kan*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —